



# COUNTY OF LOS ANGELES

## Internal Services Department

1100 North Eastern Avenue  
Los Angeles, California 90063



Dave Lambertson  
Director

*To enrich lives through effective and caring service.*

Telephone: (323) 267-2101  
FAX: (323) 264-7135

July 5, 2005

**Agenda Date: July 19, 2005**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH SBC  
CALIFORNIA TO EXTEND ISD'S YOUTH CAREER DEVELOPMENT PROGRAM  
FOR EMANCIPATED FOSTER YOUTH  
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize the Director of the Internal Services Department (ISD) to enter into a Memorandum of Understanding (MOU) with Pacific Bell Telephone Company, doing business as SBC California (SBC), to provide one Los Angeles County emancipated foster youth with on-the-job training and work experience at SBC.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to provide enhanced career opportunities to emancipated foster youth by extending the existing ISD Youth Career Development Program (YCDP) to SBC. SBC currently provides local and long distance telephone services to the County under two Board-approved contracts.

ISD created the YCDP in July 2000 to provide Los Angeles County emancipated foster youth with direct exposure to career opportunities. The YCDP is a 12-month program that provides both on-the-job and classroom training, plus career guidance and mentoring, to prepare emancipated foster youth for future full-time employment.

Working with the Department of Children and Family Services (DCFS), ISD annually selects six emancipated foster youth to participate in the YCDP. Currently, program participants work in various areas of ISD (information technology, finance, building maintenance, procurement, etc.) depending on each participant's interests and

aptitudes, and ISD's staffing needs. Participants earn an hourly amount during the training program while they learn valuable career and life skills. Assigned mentors (volunteer ISD employees) are carefully matched to support participants through the 12-month program. By the end of the program, most YCDP participants can compete successfully for appointments to full-time County positions.

ISD believes that it may be beneficial to expand the program to include local businesses and is seeking approval to pilot such a program with SBC. Under the pilot, SBC will provide an emancipated foster youth with on-the-job training, work experience, and mentoring at one of SBC's local work locations. ISD will assist the YCDP participant assigned to SBC by providing regular classroom and life skills training at ISD, as well as administrative and program support. SBC has agreed to reimburse ISD for all costs in this regard.

ISD has found that the YCDP has been a valuable employee recruitment tool and believes that local businesses will experience similar results. ISD will complete an assessment at the end of the pilot program to determine the feasibility of expanding it to additional contractors.

### **Implementation of Strategic Plan Goals**

The extension of the YCDP to local business partners supports Strategic Plan Goal 5, Children and Families' Well Being, by preparing emancipated foster youth for workforce participation.

### **FISCAL IMPACT/FINANCING**

SBC has agreed to pay ISD \$24,000 per year, which is the estimated cost of one program participant, including salary and benefits, applicable taxes, ISD classroom training, and administrative support.

Sufficient funds for this program are included in ISD's FY 2005-06 budget. There is no additional net County cost associated with this request.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreement will begin after Board approval in FY 2005-06, and will continue for twelve months unless canceled or terminated by either party. The MOU may be extended by the written agreement of ISD's Director and SBC. County Counsel has been closely involved in the MOU negotiations with SBC and has reviewed the agreement as to form.



The Honorable Board of Supervisors  
July 5, 2005  
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### **CONTRACTING PROCESS**

ISD made available information about the YCDP to some of our contractors to assess their level of interest in piloting the program. After SBC expressed enthusiasm for the program, ISD entered into negotiations with SBC to develop the attached MOU.

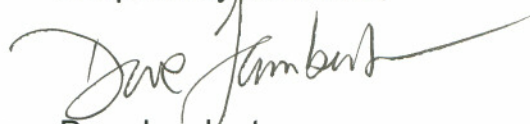
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

None.

### **CONCLUSION**

Your approval of the recommended MOU will allow ISD and SBC to extend on-the-job training and career development skills to an emancipated foster youth who would not otherwise have this opportunity.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dave Lambertson", with a long horizontal flourish extending to the right.

Dave Lambertson  
Director

DL:JJ:dg  
Attachment (MOU)

c: Robert D. Schwandt, SBC  
Chief Administrative Officer  
Executive Officer, Board of Supervisors  
County Counsel  
Children and Family Services  
Human Resources

# **ATTACHMENT 1 – CONTRACTING FIRM RESPONSIBILITY AGREEMENT**

## **MEMORANDUM OF UNDERSTANDING**

### **LOS ANGELES COUNTY AND PACIFIC BELL TELEPHONE COMPANY DBA SBC CALIFORNIA**

#### **YOUTH CAREER DEVELOPMENT PROGRAM**

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Los Angeles County (County) and Pacific Bell Telephone Company dba SBC California (SBC).

#### **PROGRAM DESCRIPTION**

The Los Angeles County Internal Services Department (ISD) created the Youth Career Development Program (YCDP) in July 2000 to provide County of Los Angeles emancipated foster youth with direct exposure to career job opportunities. The YCDP is a 12-month program wherein the County pays the Youth participants (Program Participants) an hourly amount and provides the Program Participants with the guidance, education, and training they need to succeed in a career work environment. The County Department of Children and Family Services (DCFS) provides administrative support for YCDP functions such as recruitment. The emancipated foster youth enrolled in the YCDP are temporary County employees, referred to hereafter as "Program Participants." The Program Participants are not employed by SBC, nor are the Program Participants contract workers of SBC.

"Emancipated Foster Youth" is defined as individuals who are at least 18 years of age and who have been formerly enrolled in Los Angeles County programs designed to assist foster youth.

On-the-job and classroom training are fundamental elements of the YCDP, and frequent performance reviews and mentoring are key factors to the success of the program. Program Participants receive weekly reviews from ISD to provide consistent feedback and monitoring of key work performance requirements, from punctuality to performance in new situations. ISD volunteer mentors provide personalized assistance to the Program Participants in the areas of educational progress, character building, work ethic, customer service, and other various career enhancement attributes.

#### **SECTION 1. PROGRAM GOAL**

Participants may participate in the YCDP for up to 12 months. The program includes:



## **ATTACHMENT 1 – CONTRACTING FIRM RESPONSIBILITY AGREEMENT**

- Hands-on job training, skills and knowledge with the ultimate objective to culminate in full-time employment , although the County and all Program Participants acknowledge that such employment may not be with SBC. SBC makes no promises, assurances, or guarantees of employment, full-time or otherwise.
- Formal classroom training, such as business ethics, communications, writing, critical thinking, public speaking, and safety training.
- On-going support, encouragement, and guidance provided by journey-level mentors.
- Opportunities to develop positive work habits, good customer service practices, team building skills, and other attributes needed to succeed in the work environment.
- Full-time day work schedule.

**SECTION 2. PURPOSE.** The purpose of this MOU is to describe SBC's participation with the County in the YCDP.

### **SECTION 3. TERM.**

1. The term of this MOU shall become effective upon signature by both parties and shall be in effect for a period of 12 months, unless terminated earlier.
2. This MOU may be extended by the written agreement of the ISD Director or his designate and SBC. Any request for an extension should be submitted to the other party 30 days prior to the expiration date of this MOU.
3. This MOU may be terminated at any time, without cause by either party, by giving at least thirty (30) days prior written notice to the other party.
4. This MOU and/or any Program Participant may be immediately terminated by the County if a Program Participant fails, in County's sole discretion, to comply with YCDP rules/standards. This MOU may be immediately terminated by SBC if a Program Participant fails, in SBC's sole discretion, to comply with SBC rules/standards, including but not limited to the requirements set forth in Attachments 1 - 5 to this MOU. Attachments 1 - 5 are incorporated herein by this reference. Additionally, if any Program Participant fails, in SBC's sole discretion, to comply with SBC rules/standards, SBC may immediately

## **ATTACHMENT 1 – CONTRACTING FIRM RESPONSIBILITY AGREEMENT**

cause that Program Participant to be removed from SBC's premises and may refuse to allow that Participant to return to SBC's premises or participate in the YCDP through SBC's participation.

Attachment 1 – Signature Verification

Attachment 2 – Contracting Firm Responsibility Agreement

Attachment 3 – SBC Work Rules

Attachment 4 – Confidentiality and Invention Agreement

Attachment 5 – Acknowledgement Agreement

**SECTION 4. FUNDING.** SBC shall pay the County \$24,000.00 in two semi-annual installments. The first installment shall be made within 30 days following the commencement of work by the first Program Participant under this MOU. This payment shall reimburse County for the anticipated annual YCDP cost per Program Participant. The anticipated annual YCDP costs includes the following:

1. Salary costs plus applicable taxes per Program Participant (Per Section 6.1.b.x below, County is responsible for remitting all applicable tax information to the Program Participant and all taxing jurisdictions);
2. 40 hour work weekly;
3. 12 month program;
4. Overtime as applicable;
5. Actual YCDP costs, including training costs and program administration.

SBC's reimbursement to the County for a single Program Participant slot (whether that is one Program Participant for 12 months or one Program Participant for 9 months and another Program Participant for 3 months) for a 12 month period shall not exceed \$24,000.00.

## **SECTION 5. SBC RESPONSIBILITIES.**

1. **Funding.** See Section 4 above.
2. **Program Phases.** SBC shall participate in the three phases of the YCDP, Entry, Administration and Placement, as follows:
  - a. **Entry.** The entry phase includes the recruitment, selection and orientation of Program Participants. SBC shall:



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- i. Identify position(s), the specific work description of the position(s), location(s), and program supervisors. Although this MOU does not create any obligation to hire the Program Participant, SBC shall attempt to select position(s) where SBC believes there may be a possibility of a full-time job placement for Program Participants who successfully complete the program and apply for a position.
- ii. Identify an SBC supervisor(s) to participate in the interview portion of the selection phase, for approximately 2 to 3 hours. ISD will recruit all potential Program Participants and will provide SBC with the names and general background of all potential Program Participants prior to the interview portion of the selection phase. SBC shall be allowed to conduct reasonable testing of the proposed Program Participant prior to selection in order to determine whether the proposed Program Participant's skill set matches that required in the position.
- iii. ISD and SBC shall collaborate and agree on the selection of the Program Participant to perform work under this MOU.
- iv. Identify an SBC supervisor(s) to participate in the orientation. The SBC representative will meet the assigned Program Participant, provide a 5 to 10 minute overview of SBC's business operations, review work assignments and identify any additional needs (e.g., first day reporting procedures, locations, needed documents) .
- v. Require an SBC supervisor(s) to participate in one - 4 hour YCDP Supervisor Training, which covers how to work with emancipated foster youth, as well as other related YCDP information consistent with the YCDP FY 2004-05 Guide Book, a copy of which has been provided to SBC.
- vi. Identify a Program Mentor who will participate in one - 4 hour Mentor training, and shall make every reasonable effort to meet with their assigned Program Participant at least twice a month for one hour. The Program Mentor will attend a minimum of three meetings during the 12-month program. The Program Mentor's role is to provide personal assistance and support to their assigned Program Participant. SBC reserves the right to change Program Mentors.
- vii. Provide SBC safety rules, safety training if applicable, and all SBC rules/standards as required by the company, and State and Federal laws; and forward copies of

## **ATTACHMENT 1 – CONTRACTING FIRM RESPONSIBILITY AGREEMENT**

certificate of completion, to the extent that certificates of completion are required in the normal course of SBC's work process, to ISD. The SBC safety rules, safety training, and rules/standards shall include but not be limited to Attachment 1 – 5 all of which shall be discussed and executed by ISD and the Program Participant at the YCDP orientation.

b. **Administration.** SBC shall administer certain day-to-day functions as follows:

- i. The SBC Supervisor(s) will be responsible for ensuring that the Program Participant(s) are given clear and concise work assignments to the extent possible. This may include providing written job briefs and employment rules/standards (as applicable) to the Program Participant with a copy to ISD, and providing appropriate on-the-job and other training, if applicable. In the event Program Participant fails to pass any applicable training for the assigned position, SBC reserves the right to remove Program Participant from the YCDP slot being funded by SBC under this MOU. SBC further reserves the right to change Supervisors.
- ii. The SBC Supervisor(s) will be responsible for monitoring Program Participant's attendance by monitoring the Program Participant's time and activities, verifying time cards for accuracy and submitting timecards to ISD, as indicated on the Payroll/timecard Schedule set forth in the YCDP FY 2004-05 Guide Book.
- iii. The SBC Supervisor(s) will notify YCDP Managers immediately of any program violation (notification should not exceed 2 work days after an incident.)
- iv. The SBC Supervisor(s) will be responsible for completing for each Program Participant, on a monthly basis, a form contained in the YCDP FY 2004-05 Guidebook entitled "Report of Weekly Performance Review Youth Career Development Program".
- v. Any Information furnished to SBC by County under this MOU shall remain County's property. No Information furnished by County to SBC in connection with this Agreement shall be considered to be confidential or proprietary unless it is conspicuously marked as such. If County provides SBC with any proprietary or confidential Information, which is conspicuously marked, SBC shall use the same



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degree of care to prevent its disclosure to others as SBC uses with respect to its own proprietary or confidential information.

- vi. SBC will not be liable to County for consequential, incidental, special, or punitive damages, or for loss of revenue or profit in connection with the performance or failure to perform this MOU, regardless of whether liability arises from breach of contract, tort, statute, or any other theory of liability.
  - vii. With regard to work performed by a Program Participant under this MOU, SBC shall comply with all OSHA requirements applicable to SBC based on SBC's obligations under this MOU.
- c. **Placement.** During the Placement Phase SBC agrees, to the extent possible, to communicate with ISD's YCDP Managers to keep them informed on SBC's hiring efforts, if any, of current Program Participants. Notwithstanding the preceding sentence, County understands and acknowledges that SBC will follow its established hiring procedures relative to the hiring of any Program Participant, including, but not limited to, the confidential handling of Program Participant provided information and/or internal evaluations of Participant.

### SECTION 6. ISD RESPONSIBILITIES.

1. ISD shall be responsible for the overall operations of the YCDP, which includes:
  - a. **Entry.** ISD shall:
    - i. Perform the recruitment of all potential Program Participants. ISD will provide SBC with the names and general background of all potential Program Participants prior to the interview portion of the selection phase.
    - ii. Ensure that all potential Program Participants are over the age of 18 and are eligible to work and have provided ISD with all required documentation proving their eligibility to work.
    - iii. Collaborate with SBC in the coordination of the selection efforts (e.g., coordinate interview related functions, testing and final Program Participant selection).

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- iv. Provide orientation for Program Participant and coordinate program participation with SBC representative and Program Supervisor. Orientation for the Program Participant shall include the review and execution as appropriate by the County and Program Participant of all YCDP required forms, and the review and execution by the County and Program Participant of all SBC required documents, including but not limited to Attachments 1 – 5.
  - v. Provide Program Supervisor Training. This four-hour class will cover relevant YCDP information consistent with the YCDP FY 2004-05 Guide Book, and tips on working with emancipated foster youth.
  - vi. Provide Mentoring Training. This four hour class will cover such topics as: ISD Mentor Program and program rules, mentoring concepts and practices, communication skills, working with foster youth and how to mentor your Program Participant.
- b. **Administration.** ISD shall:
- i. Process Program Participant timesheets and payroll transactions.
  - ii. Provide support services (e.g., counseling, supervisor and mentor support meeting, performance review assistance, training, resource materials, academic resources, assist in problem resolution, act as intermediary to other foster youth programs and agencies).
  - iii. Provide classroom training to develop and reinforce career and personal development. (e.g., Critical thinking, Life Skills, Business Ethics, Interpersonal and Communication Skills, Transitioning from the foster youth program into an independent work environment, Interview Techniques).
  - iv. Monitor overall YCDP to ensure program quality assurance. (e.g. site visits, meet with Supervisor, discuss performance reviews).
  - v. Arrange for the Program Participants to be paid as set forth in this MOU.



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- vi. Any Information furnished to County by SBC under this MOU shall remain SBC's property. No Information furnished by SBC to County in connection with this Agreement shall be considered to be confidential or proprietary unless it is conspicuously marked as such. If SBC provides County with any proprietary or confidential Information, which is conspicuously marked, County shall use the same degree of care to prevent its disclosure to others as County.
  
- vii. TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SBC AND ITS SUBSIDIARIES AND AFFILIATES, (INCLUDING THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND CONTRACTORS) AGAINST ANY LIABILITY IN CONNECTION WITH A THIRD PARTY CLAIM ARISING FROM OR INCIDENTAL TO COUNTY'S OBLIGATIONS UNDER THIS AGREEMENT OR SERVICES PROVIDED BY COUNTY, INCLUDING: (1) INJURIES TO PERSONS, INCLUDING DEATH OR DISEASE; (2) DAMAGES TO PROPERTY, INCLUDING THEFT; (3) CONTRACTING FIRM'S FAILURE TO COMPLY WITH ALL LAWS; (4) LIENS ON SBC'S PROPERTY; AND (5) ANY EMPLOYMENT CLAIMS, WHETHER ARISING UNDER STATUTE, TORT, CONTRACT, OR COMMON LAW. ANY LIABILITY OF COUNTY FOR DAMAGES UNDER THIS SUB-SECTION SHALL CORRESPOND TO THE RELATIVE AND PROPORTIONATE RESPONSIBILITY OF COUNTY FOR SUCH DAMAGES.
  
- viii. County warrants that it is self insured with respect to Workers' Compensation and General Liability insurance.
  - a. With respect to Worker's Compensation Insurance, County has qualified under the laws of the State of California as a self-insurer with a State identification number for this purpose of 7002. County's self-insurance maintains minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
  - b. With respect to General Liability insurance, County's self insurance maintains minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and

## **ATTACHMENT 1 – CONTRACTING FIRM RESPONSIBILITY AGREEMENT**

Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.

- c. County will, at SBC's request, provide a Certificate of Insurance.
  
- ix. Consistent with SBC's practice of pre-placement drug testing, County shall conduct a background check and drug screen for each Program Participant. Background check is to identify whether any such Program Participant has been convicted of a felony or misdemeanor excluding: (1) convictions for which the record has been judicially ordered sealed, expunged or statutorily eradicated, (2) misdemeanor convictions for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed, (3) marijuana or drug paraphernalia misdemeanor convictions which are more than two (2) years old, and (4) minor non-moving violations such as parking tickets. Effort should also be made to ensure that the Program Participant is not falsifying name, date of birth and/or social security number. Drug testing may be administered after a Program Participant has been selected, but prior to placement. County agrees that no Program Participant convicted of a felony or misdemeanor and no person presenting a positive drug screen will be permitted to provide Services in connection with this MOU without SBC's written consent.
  
- x. County hereby represents and warrants to SBC that:
  - a. County is an independent public entity and will perform all obligations under this MOU as an independent contractor and not as the agent or employee of SBC;
  - b. County acknowledges that Program Participant(s) performing services are not employees, temporary contract workers or agents of SBC;
  - c. County has and retains the right to monitor and exercise control over a Program Participant's compliance with the YCDP rules and standards, including but not limited to direction, supervision, assignment, payment for services, and termination of the YCDP ;
  - d. County is solely responsible for all matters relating to funding for Program Participants. This responsibility includes, but is not limited to, (1) timely payment of funds to Program Participants, , and (2) all matters relating to compliance with relevant legal obligations to withhold taxes and file appropriate documentation under local, State, and Federal laws, if any; and
  - e. County will indemnify, defend, and hold SBC harmless from all liabilities, costs, expenses, and claims to the extent such are caused by County failure to comply with paragraph "d" above. County shall ensure that all Program Participants that



## **ATTACHMENT 1 – CONTRACTING FIRM RESPONSIBILITY AGREEMENT**

provide services under this MOU sign Attachment 5 - Acknowledgement Form, including those provisions set forth in Section I of that form. County shall deliver an executed copy to SBC no later than the commencement of performance of such Services.

- f. With regard to work performed by a Program Participant under this MOU, County shall comply with all OSHA requirements applicable to the County based on the County's obligations under this MOU.

- c. **Placement.** During the Placement Phase ISD agrees, in response to SBC requests, to provide SBC with reasonable staff assistance to support placement efforts.

### **SECTION 7. FISCAL PROVISIONS.** See Section 4 above.

### **SECTION 8. GENERAL PROVISIONS**

1. This MOU fully expresses the understanding of the parties, including all documents attached to or referenced in the MOU. Any modifications or amendment to this MOU shall be by means of a separate written document and approved by the parties. No oral agreement between any officer or employee of the parties shall modify or otherwise amend this MOU in any way.
2. THIS AGREEMENT AND PERFORMANCE HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA EXCLUSIVE OF ITS CHOICE OF LAW PROVISIONS.
3. Except as otherwise provided in this MOU, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and either 1) delivered in person, or 2) when received, if provided by an overnight or similar delivery service, or 3) when received, if deposited in the United States Mail, postage prepaid, return receipt requested, and addressed as follows:

To: [FOR THE COUNTY]

\_\_\_\_\_  
James Jones, Internal Services Department

\_\_\_\_\_  
1100 N. Eastern Ave., Room 200

\_\_\_\_\_  
Los Angeles, CA 90063

**ATTACHMENT 1 – CONTRACTING FIRM RESPONSIBILITY AGREEMENT**

To: [FOR SBC]

Robert D. Schwandt , Regional Vice President, SBC

1150 S. Olive Street

Los Angeles, CA 90015

The address to which notices or communications may be given by either party may be changed by written notice given by such party to the other pursuant to this paragraph entitled "Notices".

4. County shall not use SBC's name or any language, pictures, or symbols which could, in SBC's judgment, imply SBC's identity or endorsement by SBC or any of its employees in any (a) written, electronic, or oral advertising or presentation or (b) brochure, newsletter, book, electronic database, or other written material of whatever nature, without SBC's prior written consent (hereafter the terms in this section (a) and (b) shall be collectively referred to as "publicity matters"). County will submit to SBC for written approval, prior to publication, all publicity matters that mention or display SBC's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

IN WITNESS HEREOF, the parties have caused this Memorandum of Understanding to be executed by their respective authorized representatives on the date first subscribed above.

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ROBERT D. SCHWANDT, Vice President

Pacific Bell Telephone

Company dba SBC California

1150 S. Olive St.

Los Angeles, CA 90015

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DAVE LAMBERTSON, Director

Internal Services Department

1100 North Eastern Avenue

Los Angeles, CA 90063



## ATTACHMENT 1 – CONTRACTING FIRM RESPONSIBILITY AGREEMENT

### ATTACHMENT 1 – SIGNATURE VERIFICATION

#### Signatures

Los Angeles County represents and warrants that: (1) Youth Career Development Program (YCDP) Program Participant has successfully completed applicable drug-screening and provided drug-screening results to the County; (2) Each YCDP Program Participant has read and signed the attached Confidentiality and Invention Agreement and the Acknowledgement Agreement; (3) Each YCDP Participant has read the SBC Work Rules. **Please date and check the boxes below to confirm compliance with the required SBC documents.**

Accepted and agreed:  
CO NAME

By: \_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
Signed)

☐ **Background/Drug Screen Agreement**

date completed: \_\_\_\_\_

☐ **SBC Work Rules**

date completed: \_\_\_\_\_

Accepted and agreed:  
SBC

By: \_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Date Signed

☐ **Confidentiality and Invention**

date completed: \_\_\_\_\_

☐ **Acknowledgement Agreement**

date completed: \_\_\_\_\_

\_\_\_\_\_  
(Date

## ATTACHMENT 1 – CONTRACTING FIRM RESPONSIBILITY AGREEMENT

### CONTRACTING FIRM RESPONSIBILITY AGREEMENT

Contracting Firm:

Los Angeles County \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Ref: MEMORANDUM OF UNDERSTANDING LOS ANGELES COUNTY  
AND PACIFIC BELL TELEPHONE COMPANY DBA SBC CALIFORNIA  
YOUTH CAREER DEVELOPMENT PROGRAM

\_\_\_\_\_ (“Contracting Firm”) is hereby requesting the admittance of  
\_\_\_\_\_ (“Program Participant or individual supplied by  
Contracting Firm”) to Pacific Bell Telephone Company dba SBC California (“SBC”) facilities  
during \_\_\_\_\_.

Accordingly, Contracting Firm assumes total responsibility for this individual, including but not limited to the following, during the course of this individual’s access to SBC facilities or while on assignment at SBC sites:

#### Drug Screen/Background

Contracting Firm certifies that it has completed a drug test including all drugs identified by SBC and thorough background investigation on this individual.

The names of the testing facilities used and dates completed are as follows:

- Background Investigation: \_\_\_\_\_

Date of Investigation: \_\_\_\_\_

- Drug Testing: \_\_\_\_\_

Date and Time of Test: \_\_\_\_\_

Acknowledgment in accordance with

#### Confidentiality

Contracting Firm and Program Participant or individual supplied by Contracting Firm agree that they fully understand SBC requirements regarding disclosure of confidential information and ownership of work product and that Program Participant or individual supplied by Contracting Firm has entered into a Confidentiality and Invention Agreement in accordance with (“Agreement”).

Contracting Firm further understands that SBC does not desire to receive confidential information from Contracting Firm without an appropriately signed, written agreement.



## ATTACHMENT 1 – CONTRACTING FIRM RESPONSIBILITY AGREEMENT

### Work Rules/Policies

Contracting Firm understands that SBC is committed to providing a safe and healthful work environment and complies with federal, state and local laws. Accordingly, Program Participant or individual supplied by Contracting Firm agrees to observe all working rules and policies applicable to SBC employees during the course of their access to SBC facilities.

It is further understood and agreed that no sales or marketing calls by Contracting Firm, Program Participant, or individual supplied by Contracting Firm within SBC facilities will be allowed without prior consent and/or appointment.

### SBC Property

Contracting Firm assumes full responsibility for the return of any SBC property, including but not limited to access badge, keys, beepers, etc.

Contracting Firm and Program Participant or individual supplied by Contracting Firm further understand and agree that if any of the above-mentioned terms and conditions are violated, this MOU will be revoked immediately.

\_\_\_\_\_  
Contracting Firm

\_\_\_\_\_  
(Name of Authorized Representative of Contracting Firm)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

### ACKNOWLEDGMENT:

\_\_\_\_\_  
(Program Participant)

\_\_\_\_\_  
(Date)

## **ATTACHMENT 2 – SBC WORK RULES**

SBC's Work Rules reaffirms the importance of high standards of business ethics. Adherence to these standards by all YCDP Program Participants is the best way to ensure compliance and secure public confidence and support. For purposes of this Attachment 3, a YCDP Program Participant as defined in the MOU shall have the same obligation to comply with the SBC Work Rules as described herein for a SBC employee. All YCDP Program Participants are responsible for their actions, and for conducting themselves with integrity. For purposes of this Attachment 3 and the MOU, any failure on the part of a YCDP Program Participant to meet any of the standards embodied in these Work Rules will subject the YCDP Program Participant to the actions available to SBC under the MOU.

Management employees with supervisory duties are responsible for ensuring that all their subordinates know and understand all Company policies and procedures, including these Work Rules.

If you have any questions about the proper course of action in any given situation, consult your supervisor, the Legal or Human Resources Departments. No one will be allowed to justify a violation of these Work Rules by claiming lack of understanding, confusion, or ignorance concerning any provision or application of these Work Rules.

No one is ever authorized to direct a Program Participant or employee to commit an illegal or unethical act, or violate these Work Rules. Nor may anyone justify an illegal or unethical act by claiming it was ordered by someone in higher management.

Every Program Participant or employee is also responsible for reporting violations or suspected violations of any of the policies and principles contained in these Rules, or in other company rules and practices. No disciplinary action will be taken against a Program Participant or employee who in good faith reports a suspected violation. Such violations or suspected violations should be reported to the supervisor, Asset Protection, a Human Resources Generalist, the Legal Department, or the SBC Ethics/Ombuds Helpline.

While we believe most issues can and should be handled through the normal chain of command, the SBC Ethics/Ombuds Helpline has been specially developed so that every employee or contract worker knows suspected violations can be reported outside their chain of command. Callers to the SBC Ethics/Ombuds Helpline are not required to identify themselves. The company will respond to reports made to the Helpline.

We have made it as easy as possible for Program Participants and employees to fulfill their obligations to both understand our policies and report suspected violations.

Issues covered by collective bargaining agreements should be pursued through the appropriate grievance process.

### **Complying with the Law**

#### **Proprietary Information**

**The information contained herein is not for use or disclosure outside SBC, Contracting Firm, their affiliated and subsidiary companies, and their third party representatives, except under written agreement.**



## **ATTACHMENT 2 – SBC WORK RULES**

### **Legal Requirements**

*Every law, rule, regulation, court and commission order that applies to our business must be followed at all times.*

Many laws, rules and regulations govern SBC and its subsidiaries. In addition, SBC and its subsidiaries may be subject from time to time to a wide variety of court and/or regulatory commission orders. As an employee or Program Participant, you are responsible for understanding and applying all applicable legal obligations on your job. Ignorance is no excuse for violating the law.

Employees or Program Participants who are responsible for submitting statements, affidavits, data or documents in connection with legal or regulatory proceedings must ensure that all such submissions are accurate and complete in every respect.

If you have questions about how any legal obligation affects your work, ask your supervisor, SBC's Legal Department, or SBC's Ethics/Ombuds Helpline

To help you get answers to your questions, a list of contacts and phone numbers is included at the end of this document.

### **Antitrust, Competition, and Trade Laws and Regulations**

*SBC competes only in ways permitted by the laws, rules, regulations and orders that apply to our business. We are committed to vigorous, legal and ethical competition.*

We comply with all federal and state laws, rules, regulations and orders that apply to our industry and our company, including among others the Securities Acts of 1933 and 1934, the Communications Act of 1934 as amended by the Telecommunications Act of 1996, and the Foreign Corrupt Practices Act. We comply with the antitrust laws of the United States, and of each state and nation in which we operate. And we comply with state, federal, and international laws governing competition, including laws that prohibit deceptive and unfair business practices.

SBC's Competition Guidelines are intended to facilitate compliance by all personnel with general antitrust and competition laws as well as the special regulatory requirements applicable to our company. All management personnel are responsible for reviewing and complying with the Guidelines. The business units must provide appropriate training to all management and non-management personnel on Guideline requirements that apply to them and all personnel are responsible for participating in such training when it is offered to or required of them.

If you have any questions about Guideline requirements, consult your supervisor or the Legal Department. For situation-specific legal advice concerning antitrust, competition, trade, or regulatory laws, contact the Legal Department.

If you wish to discuss compliance or report a violation or suspected violation, contact the Legal Department or the SBC Ethics/Ombuds Helpline.

Please contact the SBC Legal Department or refer to the list of regulatory resources if you have questions about affiliate transaction requirements, cost allocation requirements, Section 271/272/273 requirements or the SBC/Ameritech merger conditions.

### **Proprietary Information**

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## **ATTACHMENT 2 – SBC WORK RULES**

### **SBC's Compliance Program**

*SBC's Compliance Program is a valuable resource to use if you have a question about any issue covered in these Rules.*

SBC's Compliance Program helps employees and Program Participants understand and observe laws that affect our business. It also helps employees get answers to questions about company policies and ethical concerns.

Employees or Program Participants with questions about these Rules or the SBC Compliance Program should call SBC's Ethics/Ombuds Helpline.

Employees or Program Participants must notify management if they learn of or suspect unethical business conduct or an illegal act. Retaliation against an employee or Program Participant who reports a violation or suspected violation is strictly prohibited. Callers may remain anonymous. A list of contact numbers is included at the end of this document.

### **Maintaining Our Integrity**

#### **Conflict of Interest**

*Avoid activities that create a conflict of interest -- or the appearance of one.*

Employees and Program Participants must make business decisions that benefit the company and its shareowners. Employees and Program Participants must not use their jobs for improper personal gain or benefit, or create the impression that they are subject to such influence when making business decisions.

Do not accept any cash, gifts, loans, or hospitality from any supplier or other person which could influence -- or appear to influence -- your actions.

If you suspect that an employee or Program Participant has made an improper business decision, accepted or given a bribe, kickback or improper gratuity, report your suspicion to Asset Protection, the Legal Department or SBC's Ethics/Ombuds Helpline.

### **Accepting Gratuities**

*SBC strictly limits the value of gratuities employees or Program Participants can accept. Any gratuity, regardless of its value, that influences or appears to influence your judgment is not allowed.*

Meals, refreshments or other forms of hospitality provided in the normal course of business are acceptable if they do not influence actions or create the appearance of doing so. Even under these circumstances, however, instances of hospitality should be reported to your supervisor.

Hospitality that is voucherable if purchased by an employee or Program Participant is also acceptable unless it gives the appearance of being able to influence actions.

### **Proprietary Information**

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## **ATTACHMENT 2 – SBC WORK RULES**

Employees and Program Participants must inform their supervisor if they accept any meal or refreshment which is repetitive, unusual, or worth more than \$100. Employees and Program Participants must also report any gift worth more than \$50.

Aside from these limited exceptions, acceptance of any gratuity -- even one with a low cost -- should be discouraged. Individual departments are free to establish limits stricter than those described here.

If you receive, or are offered, a gratuity that violates these guidelines, report it to your supervisor, and then return the gratuity to the donor, or where appropriate, give it to a worthy charitable organization.

If you have questions, talk to your supervisor, Asset Protection, the Legal Department or SBC's Ethics/Ombuds Helpline.

### **Offering Gratuities**

*SBC limits the size of gratuities employees and Program Participants can offer. Limits are especially strict when public officials or employees or Program Participants are involved.*

While company employees may provide promotional items to customers, we are prohibited from offering favors or anything of monetary value, including gifts and loans, to employees or Program Participants and representatives of governmental entities.

We must maintain public trust at all times by conducting government relations in accordance with our values and all applicable laws. Even the appearance of impropriety must be avoided.

Providing meals or entertainment to governmental representatives may be permitted under certain circumstances. But it's imperative that you contact your supervisor or the Legal Department for approval before engaging in, or agreeing to engage in, such actions. Questions can be directed to your supervisor, Asset Protection, the Legal Department or SBC's Ethics/Ombuds Helpline.

### **Relationships with Vendors, Suppliers and Others**

*SBC awards business solely on merit.*

SBC awards business competitively, on merit and without favoritism. When selecting vendors, we consider the needs of the business and the value, cost and quality of the products and services they provide. We avoid situations that impair or compromise our judgment. Employees or Program Participants with questions should talk to their supervisor, Asset Protection, the Legal Department or SBC's Ethics/Ombuds Helpline.

### **Outside Employment and Business Activities**

*Company employees and Program Participants should have no relationship, financial or otherwise, with any supplier, competitor, company, or person that might create or appear to create a conflict of interest.*

### **Proprietary Information**

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## **ATTACHMENT 2 – SBC WORK RULES**

You have a duty of loyalty to SBC. Any form of outside activity, including other employment or self-employment, must be separate from and not interfere with your job here. Employment with a competitor is a conflict of interest. Employees and Program Participants are never allowed to work for, or assist, any SBC competitor, or business entity or organization that competes with any other SBC subsidiary. Employees and Program Participants must not provide unauthorized assistance or the appearance of assistance to anyone outside the business if it helps that person compete against SBC.

SBC assets and resources should not be used to support any unauthorized outside activity.

Circumstances which indicate a conflict of interest or a potential conflict include, but are not limited to, the following:

- An opportunity to make personal gains or provide gains to your immediate family by influencing an SBC supplier or competitor.
- You or your immediate family owning or benefiting from a business that either calls into question your ability to make impartial business decisions regarding SBC, or compromises your primary obligation to SBC.
- Employment or any outside activity which uses, or could use company assets, property, equipment, proprietary or confidential information.

Ownership of more than an insignificant interest in a competitor or vendor must be separate from and not interfere with your job at SBC. Such ownership is prohibited unless all of the following conditions are met:

- The equity interest is traded on a national exchange or regularly reported in the financial press.
- The equity interest owned by you and your immediate family does not exceed one-tenth of 1% of the outstanding equity of the competitor or vendor.
- The fair market value of the investment does not constitute an unreasonably large percentage of your gross assets.

Conflict-of-interest rules governing an employee's or Program Participant's immediate family apply to your spouse, registered domestic partner, children, children's spouses, father, mother, sisters, and brothers. The relatives of an employee's or Program Participant's spouse or registered domestic partner are also covered by these rules.

Employees and Program Participants must report any situation to their supervisors that involves a real or apparent conflict of interest, including those involving relatives. Employees and Program Participants must also report to their supervisor any outside activity that could create an actual or potential conflict of interest. Failure to eliminate or report an actual or potential conflict of interest in which an employee or Program Participants may be involved may result in disciplinary action, up to and including dismissal.

Contact SBC's Legal Department, Asset Protection or SBC's Ethics/Ombuds Helpline if you have any questions.

## **Political Contributions**

### **Proprietary Information**

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## **ATTACHMENT 2 – SBC WORK RULES**

*Employees and Program Participants must comply with all laws and company policies that govern the use of company property or funds for political purposes.*

Except as specifically authorized, Company funds may not be used for political purposes. Authorization requires a determination by the Senior Executive Vice President and General Counsel of SBC that the expenditure is lawful and approval by the Chairman of the Board of SBC Communications Inc.

No employee or Program Participant is to be subjected to any pressure, direct or implied, that infringes on his or her right to decide whether, to whom, and in what amount he or she will make a personal political contribution.

Any personal political activities shall be conducted by employees or Program Participants during non-Company time and with non-Company supplies, materials and facilities.

Individual political contributions made by employees or Program Participants should be made directly to the candidate or campaign by check. Employees and Program Participants shall not collect candidate or campaign contribution cash or checks from co-workers for forwarding to such candidate or campaign.

Employees and Program Participants may make voluntary contributions to Company Political Action Committees (PAC's), which support candidates for federal, state and local elections. Company PAC's file detailed reports concerning contributions to candidates in accordance with applicable law.

Questions can be referred to the Legal Department.

## **Suspected Fraudulent or Illegal Conduct**

*Any suspected fraudulent conduct must be identified and investigated promptly.*

Fraudulent or illegal conduct committed on or off the job may be grounds for disciplinary action, up to and including dismissal.

Fraudulent or illegal conduct includes, but is not limited to, any oral or written misrepresentation of facts, misappropriation of funds, theft, improper reporting of time or expenses, or any other dishonest acts, done on or off the job, and whether done while working for an SBC company or elsewhere, or prior to employment with SBC.

Any employee or Program Participant charged with any crime, for conduct done on or off the job, must report the criminal charge to his supervisor immediately upon returning to work. Failure to report any criminal charge for conduct done on or off the job, will result in disciplinary action, up to and including dismissal.

If an employee or Program Participant charged with a crime is awaiting trial for suspected criminal conduct done on or off the job, the Company may conduct an independent review of the facts and determine whether disciplinary or other action is warranted.

Report improper conduct or dishonest acts on or off the job to your supervisor, Asset Protection, Legal, or SBC's Ethics/Ombuds Helpline.

## **Sales Integrity Proprietary Information**

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## ATTACHMENT 2 – SBC WORK RULES

### Customer Care

*We treat customers with courtesy and respect.*

SBC employees and Program Participants always strive to communicate clearly with customers, and treat them with respect. In some instances, our competitors are also our customers, and it is our duty to treat them with the same level of courtesy and respect as we use in dealing with the rest of our customers.

We are SBC's ambassadors to our customers. If you have any doubts about what to do in a particular situation, look at the issue from a customer's perspective, and provide courteous and quality service.

Employees and Program Participants who have contacts with customers--especially personnel such as installers, technicians, and customer service personnel who deal with customers every day--must:

- provide all customers, including customers of competitors and competitors themselves, the same high level of fair, courteous, professional, efficient and respectful treatment and service
- in scheduling and performing work operations, refrain from engaging in inappropriate conduct
- never disparage competitors (e.g., by stating, implying, or otherwise suggesting that they lack experience, integrity, or financial stability) in any communications with customers, suppliers, or third parties.

If you are an installer, technician or service representative having contact with an end user customer in the course of providing services for a competitor/wholesale customer, remember that our customer is the end user's service provider, not the end user. We must not only provide the end user the best service that we possibly can but we must not do anything that is inconsistent with serving our own wholesale customer.

Please refer questions to your supervisor.

### Slamming and Cramming

*Slamming, cramming, and other fraudulent sales practices are illegal and will not be tolerated. Employees or Program Participants who engage in them will be disciplined, up to and including dismissal.*

Slamming occurs when an employee or Program Participant changes a customer's local or long-distance service provider without the customer's permission. Cramming occurs when an employee or Program Participant adds or charges for products or services a customer did not order.

Slamming and cramming are strictly forbidden. SBC employees or Program Participants must obtain clear, explicit consent from customers before making any additions or changes to their service or accounts.

### Proprietary Information

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## **ATTACHMENT 2 – SBC WORK RULES**

Employees and Program Participants must report any information concerning slamming and cramming to their supervisor or SBC's Ethics/Ombuds Helpline.

### **Accurate Records**

*Accurate sales figures are crucial to the success of the business, and to ensuring that SBC conforms to all laws and regulations in effect where it operates.*

SBC employees and Program Participants who gather or generate sales data are responsible for ensuring that it is accurate and up-to-date.

Generating inaccurate data can lead to fines and imprisonment. If you suspect that data is being recorded in an inaccurate or untimely way, immediately notify your supervisor or the Legal Department.

### **Privacy**

#### **Privacy of Communications**

*Information provided to SBC by customers and other companies must be kept private, and can only be used for legitimate business purposes.*

Privacy of customer communications is required by law, expected by the public, and a vital aspect of everything we do.

Violating any of the following rules concerning privacy will not be tolerated, and will result in severe discipline up to and including termination of employment at SBC:

- No transmission, whether by voice, data or any other means, is to be tampered with or intruded upon without a legitimate business purpose.
- No conversation, data transmission, or other communication should be listened to or monitored, or its existence or contents divulged, except as required by law or in the proper management of the business.
- No one should use, personally or for the benefit of others, information from any such communication.
- Information stored in company records, company computers, or company databases is not to be disclosed to unauthorized persons, regardless of whether they are inside or outside of the company.

If anyone, including a law enforcement agency or representative of any other government body, asks for information concerning confidential information or private communications, Asset Protection must be notified immediately.

#### **Privacy of Customer Records**

##### **Proprietary Information**

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## ATTACHMENT 2 – SBC WORK RULES

*We must ensure that customer records remain secure and private.*

The Telecommunications Act of 1996 includes specific provisions covering the privacy of customer information. FCC rules define how we may use such information, including both carrier information and customer proprietary network information.

Carrier information is proprietary information received from another carrier for the purpose of providing telecommunications services. This information may be used only for that purpose and may not be used by SBC or any of its subsidiaries for their own marketing efforts.

Customer proprietary network information ("CPNI") includes information such as the customer's billing name and address, number and type of access lines, technical characteristics or class of service, and records of usage or calling patterns. The customer is entitled to control the use of this information and may authorize or refuse to authorize its disclosure or use for purposes other than providing the services requested by that customer. Employees and Program Participants, including but not limited to those who have access to CPNI in the daily course of their activities, must carefully follow all laws, rules, and company practices relating to the use of CPNI both during and after employment or after a Program Participant's time at SBC.

Access to classified national security information is further restricted to those with proper government security clearance and a "need to know." Unauthorized disclosure of private customer information, proprietary network information, or national security information violates the law.

Keeping customer records secure and private means:

- No employee or Program Participant will access, use or disclose customer records or reports, customer proprietary information or any other proprietary information without a valid business reason.
- Employees and Program Participants shall not gain access to their own records or those of family and friends without a valid business reason and prior approval from their supervisor.
- No employee or Program Participant shall disclose any information about customer communications, transmissions, or information processing arrangements unless required to do so by law or for the safety or protection of our customers, employees or Program Participants or property. Refer all requests for such information to the Legal Department.

Any questions concerning the privacy of customers records should be discussed with Legal or Asset Protection.

Questions about SBC safeguards for protecting proprietary and classified national security information should be discussed with Asset Protection.

Any compromise or suspected compromise of such information should be immediately reported to Asset Protection.

### **Privacy of Employee and Program Participant Records**

*We must ensure that employee and Program Participant records remain secure.*

#### **Proprietary Information**

**The information contained herein is not for use or disclosure outside SBC, Contracting Firm, their affiliated and subsidiary companies, and their third party representatives, except under written agreement.**



## **ATTACHMENT 2 – SBC WORK RULES**

Privacy of employment and Program Participant records is important to every employee and Program Participant. That's why SBC maintains only those employee and Program Participant records required for business reasons, and limits access to people who need the information for legitimate business purposes.

Employees and Program Participants who have access to company records containing personal employment, identification, medical and psychological information about company employees and co-workers must ensure that these personnel records and the information contained therein are not misused or improperly disclosed. Employees and Program Participants should take all necessary and reasonable precautions to avoid any inadvertent or accidental disclosure of any employee's or co-worker's personal employee records or data. For further details, please refer to the SBC Privacy of Employee Records policy and the SBC Privacy of Employee Medical Information policy.

Questions or concerns about employee records should be referred to a Human Resources Generalist.

### **Privacy and the Workplace**

*Employees and Program Participants should have no expectation of privacy regarding access to or use of company premises or equipment.*

Subject to state and federal law, SBC reserves the right to search, without notice, employee and Program Participant desks, computer files, company mail, voice mail, e-mail, lockers, company equipment, and all vehicles located on company premises. Any employees or Program Participants who use or have access to company premises or equipment have no right to privacy in this regard.

When you leave or retire from the company, all documents and records containing Company or customer proprietary or classified national security information must be returned to your supervisor. Even after employment or the Program Participant's time at SBC ends, you have a continuing obligation not to divulge such information.

Contact Asset Protection if you have any questions.

### **Company Property**

### **Financial Reporting**

*Publicly-financed companies such as SBC rely on public trust and accountability. That means full and accurate disclosure of corporate data, including financial results.*

SBC employees and Program Participants are responsible for reliable financial reporting. Our internal accounting controls help assure that financial transactions are recorded in a timely, accurate and fair way, and conform with Generally Accepted Accounting Principles.

Misrepresentation of financial information may result in fraudulent financial reporting. Employees and Program Participants must not undermine the integrity of financial information for any reason. As is the case with all of the requirements of these Rules, violation of this provision will lead to disciplinary action up to and including dismissal.

### **Proprietary Information**

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## **ATTACHMENT 2 – SBC WORK RULES**

Federal law requires that a company's records accurately reflect transactions, and that a company's internal accounting controls provide reasonable assurances that:

- Transactions are carried out in an authorized manner.
- Transactions are reported and recorded in a way that permits correct preparation of financial statements and accurate records of assets.
- Access to assets is in accordance with management authorization.
- Comparisons between existing assets and records are made periodically, as appropriate, with action taken to correct discrepancies.

Violations of this law can result in fines and imprisonment for employees and penalties against SBC.

Allegations or suspicions of fraudulent financial reporting, or any questions regarding this law or SBC's internal accounting controls, should be referred immediately to your Legal Department or Asset Protection.

### **Company Funds**

*Use company resources properly and only for the benefit of SBC, its customers and shareowners.*

All employees and Program Participants must be familiar with policies and guidelines applicable to handling company funds. Employees and Program Participants who handle company funds, or maintain accounting records, are also responsible for their safekeeping. Company funds refers to, and includes, all negotiable assets, including cash, checks, corporate credit cards, gas cards, calling cards, coins removed from pay telephones, money orders, and phone records. Company funds can only be used for company business.

Managers must personally review expense reports submitted by subordinates to determine if they are proper. Anyone approving or certifying vouchers, reimbursement requests or bills should exercise reasonable and prudent judgment in making sure the expense and amounts are proper. Employees and Program Participants must spend company funds prudently. Managers must adhere to SBC Employee Expense Policy and SBC's Purchasing Card Guidelines.

Employees and Program Participants must also be sure to receive proper value when spending SBC funds, including personal funds that will be reimbursed. Corporate credit cards, SBC Purchasing Cards, gas cards and calling cards may be used only for approved business purposes.

Misuse of any company credit or calling card can result in disciplinary action up to and including termination of employment or the Program Participant's relationship at SBC.

Questions on the appropriate use of company funds should be directed to the Legal Department, or Asset Protection.

### **Use of Company Property**

*Use company property properly and only for the benefit of SBC, its customers and shareowners.*

Protection of company property and services is vital.

### **Proprietary Information**

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## **ATTACHMENT 2 – SBC WORK RULES**

This is especially crucial today, when so much business is conducted away from the office via portable devices such as wireless phones, personal digital assistants, pagers, and laptop computers. Employees and Program Participants are responsible, both on and off the job, for the physical safety of these devices and the security of the information they contain.

Furnishing unauthorized services is prohibited. Employees and Program Participants should promptly report any unauthorized connection or any other service impropriety to their supervisor or Asset Protection.

Unauthorized use of company property or company systems by employees or non-employees is prohibited. Unless authorized, company property should not be sold, loaned, given away or otherwise disposed of, regardless of condition or value.

Section 272 of the Telecommunications Act and applicable conditions of the SBC/Ameritech merger place various restrictions on SBC affiliated companies concerning the use of certain property, documents, and information belonging to the Bell Operating Companies (BOCs) and Incumbent Local Exchange Carrier Affiliates (ILECs). Any questions you may have regarding these restrictions should be referred to the SBC Legal Department. Please refer to the list of regulatory resources for details concerning these important legal conditions.

Telecommunications service should be used in accordance with SBC policies. Unauthorized phone calls or communications should not be made from Company phones or equipment, or charged to, SBC.

Misuse of any company property can result in disciplinary action up to and including termination of employment or the Program Participant's relationship at SBC.

### **Company Records**

*All SBC records -- including e-mail -- must be accurately prepared and maintained.*

SBC records must be accurate and reliable, no matter what form those records take.

All reports, e-mails, vouchers, bills, and records must be prepared carefully and honestly. Documentation includes any manually or electronically created records, including those created in any computer program, or any data storage systems.

Misrepresentation of any company record can result in disciplinary action up to and including termination of employment or the Program Participant's relationship at SBC.

Records containing customer and employee personal data are confidential and must be kept current and accurate. They should be accessed only for valid business reasons and disclosed only to authorized SBC personnel with a need to know. Disclosure of employee personnel records is specifically addressed by written company policies. See Privacy of Employee Records, above. If you have any questions about disclosure, consult with the Legal Department or Asset Protection.

All employees and Program Participants must comply with the record retention guidelines applicable to their business units. This includes normal retention under standard company schedules, and extended retention to preserve documents for lawsuits, regulatory proceedings, government investigations, audits, and other legal matters.

### **Proprietary Information**

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## ATTACHMENT 2 – SBC WORK RULES

Employees and Program Participants directed to produce documents in response to a civil or criminal action, subpoena, discovery proceedings in a civil lawsuit, or requests from regulatory commissions or other government agencies must conduct a diligent search for such documents -- including e-mail messages and other electronic documents -- and produce them as directed by the Legal Department or Asset Protection. A diligent search requires employees and Program Participants to search for relevant documents regardless of form, and regardless of where such documents may be located.

Questions about record retention, document preservation and document production should be referred to the Corporate Records Manager or the Legal Department.

### Computer Systems

*Computer systems are company property, and are essential to SBC's operations. Employees must protect hardware, software and data, and use them only for authorized purposes.*

SBC's security systems protect its computer operations. Each employee or Program Participant is responsible for the safety and integrity of those systems, and no program or code should be used to circumvent them. Employees and Program Participants are also responsible for knowing and understanding policies and guidelines governing the use of SBC networks, systems and electronic information.

Portable storage devices such as laptop computers, personal digital assistants, wireless phones and data they contain must be secure. Employees and Program Participants are also responsible for securing passwords, IDs and equipment that generates electronic passwords and security codes.

Documentation about SBC's software licenses must be accurate and verifiable. SBC prohibits unauthorized copying, borrowing, publication or use of copyrighted software.

Access to the Internet and the corporate e-mail is primarily for business use. While limited, occasional personal use is not prohibited, abuse or misuse of these resources is inappropriate, and could result in disciplinary action up to and including dismissal.

SBC's "zero tolerance" policy prohibits any access via company equipment, networks or resources to pornographic or sexually explicit material, hate sites or web-sites that could be considered strongly offensive and/or inappropriate in the workplace. Viewing, storing, accessing, sending or receiving such material is strictly prohibited, and may result in severe disciplinary action up to and including termination.

Sending large e-mail messages, files, or attachments, such as greeting cards, games, video clips, scanned images or sending numerous copies of similar files for non-business purposes may disrupt critical systems and is not permitted.

Any employee or Program Participant who uses SBC computer systems expressly consents to having any e-mail communications, electronic files, or other uses or applications of the computer system monitored. **No employee or Program Participant should expect privacy for any use of any company or SBC computer system or network.** Violations or suspected violations of computer security measures, controls or software licensing agreements should be reported immediately to Asset Protection or Corporate Information Security.

### Proprietary Information

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## **ATTACHMENT 2 – SBC WORK RULES**

### **Company Proprietary Information**

*Employees and Program Participants must protect company information and ensure that it is not divulged to unauthorized people.*

Employees and Program Participants are never allowed to use or disclose SBC propriety information without authorization and without a valid business reason. SBC proprietary information includes, but is not limited to, trade secrets, confidential customer information and data, customer lists, security procedures, marketing plans and strategies, new business ventures, product development information, facility locations, circuit layout data, emergency rerouting and service restoration procedures and classified national security information.

Any attempt by an unauthorized person to obtain sensitive information, or gain access to secured company locations, should be reported immediately to Asset Protection.

In the course of doing business, SBC employees and Program Participants develop and gather information that is proprietary or intended solely for internal use. Unauthorized disclosure of this information could give individuals and other businesses an unfair competitive advantage, and compromise our privacy policies. Such information should never be placed on the Intranet unless access is restricted by password to employees or contractors who need to use it for business reasons.

Employees and Program Participants may also obtain proprietary or classified information about an outside organization. If you receive such information under the terms of a contract, you may be obligated to keep it confidential under a nondisclosure requirement. Employees and Program Participants must obtain a copy of that agreement and abide by it. If you receive such information accidentally, notify your supervisor and seek assistance from the Legal Department.

Employees and Program Participants must not ask for or accept competitive or restricted information from a government agency without first obtaining either written assurance from a federal government employee that SBC is allowed to receive the information, or oral authorization followed by written confirmation.

The Telecommunications Act and SBC/Ameritech merger conditions prohibit SBC companies and employees/ Program Participants from sharing non-public information with certain separate affiliates. Questions concerning the restrictions should be directed to the SBC Legal Department. Please refer to Section 271/272/273 requirements and the SBC/Ameritech merger conditions for further details concerning these restrictions.

Access to proprietary information should be limited to those with a need to know.

If you have any questions about nondisclosure provisions or your obligations as an employee or Program Participant, contact your supervisor, the Legal Department or Corporate Information Security.

## **Ensuring a Safe and Equitable Workplace**

### **Equal Employment Opportunity**

#### **Proprietary Information**

**The information contained herein is not for use or disclosure outside SBC, Contracting Firm, their affiliated and subsidiary companies, and their third party representatives, except under written agreement.**



## **ATTACHMENT 2 – SBC WORK RULES**

*SBC's EEO policy is the right thing to do, and makes good business sense.*

Equal opportunity is the responsibility of all SBC employees and Program Participants. SBC prohibits discrimination or harassment based on race, color, religion, national origin, sex, age, sexual orientation, marital status, citizenship status, veteran status or disability. People providing services to SBC under contract, including independent contractors, are also protected from unlawful harassment and discrimination for any of the above reasons.

A diverse workforce is a strategic resource, contributes to SBC's competitive edge and helps us achieve our business goals.

If you or others are being discriminated against or harassed, report the incident to a manager, Human Resources Generalist, or SBC's Ethics/Ombuds Helpline. Employees are protected from retaliation for reporting a violation, participating in an investigation, or opposing unlawful discrimination or unlawful harassment.

### **Sexual Harassment**

*SBC strictly prohibits all forms of sexual harassment.*

Sexual harassment includes, but is not limited to, making unwelcome advances, sexual flirtations or propositions, continual or repeated verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, humor and jokes about sex or gender specific traits, sexual innuendo, display in the workplace of sexually suggestive objects or pictures, and transmission of sexual messages via voice mail, regular mail, e-mail or the Internet or Intranet.

No employee or Program Participant shall state or imply that rejection of sexual advances will adversely affect another person's conditions of employment or career development.

Sexual harassment, in any form, if proven, will result in severe disciplinary action, up to and including dismissal.

All employees and Program Participants are responsible for making sure that the workplace is free from sexual harassment. If you experience or suspect any sexual harassment, contact your supervisor, higher management, Human Resources or SBC's Ethics/Ombuds Helpline.

SBC prohibits retaliation against any employee or Program Participant who reports or seeks to stop sexual harassment, or who participates in an investigation.

### **Substance Abuse**

*Employees and Program Participants must be fit to perform their jobs -- and that means not working under the influence of alcohol or illegal substances.*

SBC is committed to maintaining a healthy and safe work environment.

Drug and alcohol abuse threatens SBC's safety goals and the existence of a productive and efficient workplace. Employees and Program Participants may not drink alcoholic beverages

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## **ATTACHMENT 2 – SBC WORK RULES**

while on any company premises or engaged in any corporate activity except when permitted at a company-sanctioned event.

SBC also strictly prohibits the illegal use, possession, sale, attempted sale, conveyance, distribution, or manufacture of illegal drugs or controlled substances while engaged in any company activity, on company premises, or in company vehicles.

Employees and Program Participants are forbidden from reporting to work, driving on company business or driving a corporate vehicle while under the influence of alcohol or any illegal drug.

For the safety of others and themselves, employees and Program Participants should not operate any machinery, motor vehicles, or engage in any physically demanding activity while under the influence of any type of medication that could impair a person's physical motor skills or judgment.

To report concerns, notify your supervisor or SBC's Ethics/Ombuds Helpline.

### **Environmental Compliance**

*SBC complies with all environmental laws and regulations.*

SBC is committed to preserving and protecting the environment. Employees and Program Participants must comply with all applicable federal, state and local laws and company policies concerning environmental safeguards.

If you have any questions, contact Environmental Management or the Legal Department.

### **Workplace Safety**

*Employees and Program Participants must comply with all safety laws and regulations, and immediately report all accidents or unsafe conditions.*

SBC is dedicated to providing safe workplaces for its employees and Program Participants, and provides training, tools and resources to facilitate compliance with workplace safety laws. Employees and Program Participants must take appropriate safety measures and follow all safety rules and procedures when performing their jobs. Employees and Program Participants who believe unsafe conditions exist should report the condition to their supervisor immediately.

Questions concerning safety matters should be referred to your supervisor, the Safety organization, or the Legal Department.

### **Threats and Violence in the Workplace**

*Violence, weapons, and threats of physical harm in the workplace are strictly forbidden.*

SBC is committed to the safety of its employees and Program Participants. Physical violence, intimidation, or any threat of violence by any employee or Program Participants against any co-worker, supervisor, or customer will not be tolerated. Any incidents will be investigated and employees or Program Participants engaging in this conduct will be disciplined, up to and including termination.

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## **ATTACHMENT 2 – SBC WORK RULES**

Possession of any weapons or firearms is strictly prohibited on company premises, in company vehicles or on the employee's and Program Participant's person while engaged in company business outside of company premises. Employees and Program Participants are never permitted to bring any weapons or firearms in their personal vehicles onto Company premises.

Any employee or Program Participant who sees or learns of prohibited conduct or has concerns about safety should report these concerns to a supervisor, who will immediately contact Asset Protection.

### **Employment At-Will**

*SBC retains the right to dismiss any employee, at any time, for any reason, subject to agreements with employee unions. Program Participants are not SBC employees.*

SBC observes the employment at-will rule. The company retains the right, subject to collective bargaining rights of union employees, to discharge any employee at any time for any reason, with or without cause, with or without notice, and without the need to comply with any plan or practice.

At-will employment can be changed only in writing and only in a document signed by both the Senior Executive Vice President-Human Resources and the employee. At-will employment cannot be changed orally, or by any SBC policies. Any contrary representation is invalid.

### **Additional Legal Requirements**

#### **Insider Trading**

*It is illegal to buy or sell the stock of any company -- including SBC or any of its subsidiaries or its affiliates -- based on information not yet disclosed to the public.*

Many SBC employees and Program Participants have access to proprietary or non-public information. This type of information is known as "insider information". If disclosed improperly, insider information could affect the market value of SBC or other companies. It's illegal to use or improperly disclose insider information for personal gain or any unauthorized purpose.

Examples of insider information include:

- Dividend or earnings information prior to authorized public announcements
- Plans to issue or buy back stock or securities
- Plans for acquisitions, sales or dispositions, or new ventures
- Proposals for significant equipment deployment, modernization programs or management changes
- Information about other companies, including pending or possible acquisitions and negotiation of joint ventures or contracts.

Employees and Program Participants should not consider any insider information public until it is published in a newspaper or other form of mass media. This law applies even if employees receive no tangible benefit from the disclosure.

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## **ATTACHMENT 2 – SBC WORK RULES**

Employees and Program Participants should not communicate insider information with co-workers or anyone outside the business, unless the recipient has a business-based need to know.

Employees and others with questions about insider information should consult the Legal Department.

### **Export and Import Controls**

*SBC is committed to observe customs, laws and regulations of all countries where it operates.*

Many laws govern the export of commodities and technical information -- including hardware, software, and data -- no matter how shipped or transmitted, including by fax and e-mail.

Many laws also govern the import of commodities into the U.S., including how articles are identified and the duty paid on them.

Questions regarding compliance should be directed to the Legal Department or SBC's Ethics/Ombuds Helpline.

### **Mandatory State Coverage**

*Laws and regulatory requirements vary from state to state. Be sure you understand the rules that apply where you work.*

Some states in which SBC operates have their own legal and regulatory coverage requirements. Each employee is responsible for understanding and observing those requirements. If you have questions about state coverage issues, please contact your supervisor, Human Resources Generalist, or SBC's Legal Department.

### **Administering the Work Rules**

This document summarizes basic principles, and does not include all the rules and regulations that apply to every situation. Its contents should be viewed within the framework of SBC policies, practices, or instructions.

Each employee and Program Participant is expected to abide by the standards in the SBC Work Rules and by all company policies and guidelines. When you are faced with a situation that is unclear and you are unsure of which ethical decision to make, you should:

- **Analyze the situation.**
  - Identify the issue.
  - Consider the facts you know.
- **Consider the information; and if necessary, consult with others.**
  - Consider whether your decision violates a law or regulation.
  - Consider whether your decision is consistent with SBC's Work Rules and its policies and practices.
  - Consult and review the Work Rules.

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## **ATTACHMENT 2 – SBC WORK RULES**

- Consult appropriate resources such as company policies and practices, your supervisor, Asset Protection, Human Resources, Legal, or SBC's Ethics/Ombuds Helpline.
- **Take appropriate action.**
  - Compare the situation to the standards of conduct, values, and information contained in the Work Rules.
  - Make an informed decision.
  - Be sure that your action or decision is the right thing to do and supports SBC's values, and is consistent with the policies contained in our Code of Business of Conduct.

All managers are required to administer and enforce the Work Rules within their areas of responsibility by ensuring that:

- Each employee and Program Participant annually reads the Work Rules and signs the Acknowledgment Form, or completes electronic review that updates the employee's mechanized training record.
- Employees and Program Participants are aware that they may make a good-faith report of a violation or suspected violation of the law or Code without fear of reprisals.
- Any standards and procedures developed for their areas comply with the Code and are communicated to affected employees and Program Participants.
- Any violations or suspected violations of the Work Rules are reported to higher management, Asset Protection, the Legal Department, or SBC's Ethics/Ombuds Helpline.
- Any employee or Program Participant dismissed for violating these Work Rules will not be considered for re-employment with any SBC affiliate, nor will they be hired in any capacity as a freelancer or independent contract worker.

Each year, employees and Program Participants are required to acknowledge to their supervisors that they have read, reviewed, and understand the SBC Work Rules. An employee's or Program Participant's refusal to acknowledge this review does not exempt that employee/ Program Participant from knowing, understanding, and complying with the standards and policies contained in the SBC Work Rules, and all other company policies and guidelines. Supervisors are responsible for providing a record of their subordinates' acknowledgments of having read, reviewed, and understanding the SBC Work Rules.

### **Proprietary Information**

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# ATTACHMENT 3 – CONFIDENTIALITY AND INVENTION AGREEMENT

## CONFIDENTIALITY AND INVENTION AGREEMENT

This Agreement ("Agreement") dated \_\_\_\_\_ is made by the individual named below ("I" or "me"), who is engaged to perform work at Pacific Bell Telephone Company dba SBC California ("SBC"), as a Program Participant for Los Angeles County ("Supplier") under the terms and conditions of the Memorandum of Understanding attached hereto between Supplier and SBC (the "Supplier/SBC Agreement").

### I. Information

I agree and understand that the term "Information" means any technical, customer or business information in written, graphical, oral or other tangible or intangible forms, including but not limited to, Specifications, records, data, computer programs, tax returns, tax workpapers, drawings, models and secrets which SBC may have in its possession or be legally obligated to keep confidential. I understand that during the course of my work at SBC, I may have access to Information that belongs to SBC, its customers or other parties, or may be subject to privacy laws and laws regarding secrecy of communications, and that unauthorized disclosure of such Information may be harmful or prejudicial to the interests of SBC. I agree not to disclose, copy, publish, or any way use, directly or indirectly, such Information for my purposes or the purposes of others, unless such disclosure or use is expressly authorized in writing by SBC. I agree to keep such Information in a secure environment to prevent the inadvertent disclosure of such Information to others. I acknowledge and agree that all such Information remains the exclusive property of SBC and I agree not to remove such Information from SBC's possession or premises by physical removal or electronic transmission unless I have written authorization from SBC to do so.

### II. Innovations

a. I understand that during and incident to my work at SBC, I may create inventions, discoveries, improvements, computer or other apparatus programs, and related documentation and other works of authorship ("Innovations"), whether or not patentable, copyrightable, or subject to other forms of legal protection. I assign to SBC all of my rights, title and interest (including rights in copyright) in and to all Innovations I make, create or develop, either solely or jointly with others, during my work at SBC for which Supplier was paid by SBC for my work or for which I used SBC's materials or facilities. I agree that the above assignment is binding upon my estate, administrators, or other legal representatives or assigns.

b. I agree to promptly notify SBC of all such Innovations. Whenever requested by SBC, I shall promptly execute, without additional compensation, any and all instruments which SBC may deem necessary to assign and convey to SBC all of my rights, title and interest in and to all such Innovations. In addition, I agree to assist SBC in preparing copyright or patent applications and to execute such applications and all documents required to obtain copyrights or patents for such Innovation, all at SBC's expense including compensation to me at the rates specified in the Supplier/SBC Agreement. I agree that my obligation to execute such instruments shall continue after the expiration of my work with SBC.

c. THIS AGREEMENT DOES NOT APPLY TO ANY INVENTION MADE IN THE STATE OF KANSAS FOR WHICH NO EQUIPMENT, SUPPLIES, FACILITIES OR TRADE SECRET INFORMATION OF SBC WAS USED AND WHICH WAS DEVELOPED ENTIRELY ON MY OWN TIME, UNLESS (1) THE INVENTION RELATES TO THE BUSINESS OF SBC OR SBC'S ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OR (2) THE INVENTION RESULTS FROM ANY WORK PERFORMED BY ME FOR SBC. THIS AGREEMENT DOES NOT APPLY TO AN INVENTION MADE IN CALIFORNIA WHICH QUALIFIES FULLY UNDER THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870. Paragraphs a and b of this Section II do not apply to any Innovation which, under the provisions in the Supplier/SBC Agreement, is to be other than the sole and exclusive property of SBC; the title provisions of said agreement apply to any such above Innovation.

### III. Administrative Terms

a. This Agreement shall be effective as of the date executed below, and shall remain in effect notwithstanding my termination of employment with Supplier or termination of my work at SBC.

b. In the event that any provision of this Agreement is held to be invalid or unenforceable, then such invalid or enforceable provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

I have read, understand such, and agree to abide by this Agreement.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name & Social Security Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Dated

\_\_\_\_\_

## Proprietary Information

**The information contained herein is not for use or disclosure outside SBC, Contracting Firm, their affiliated and subsidiary companies, and their third party representatives, except under written agreement.**



## ATTACHMENT 4 – ACKNOWLEDGEMENT AGREEMENT

### Acknowledgement Agreement

This Agreement ("Agreement") dated \_\_\_\_\_ is made by the individual named below ("I" or "me"), who is engaged to perform work at Pacific Bell Telephone Company dba SBC California ("SBC"), as a Program Participant for Los Angeles County ("Supplier") under the terms and conditions of the Memorandum of Understanding between Supplier and SBC (the "Supplier/SBC Agreement").

#### I. Status

- a. I have been engaged by Los Angeles County to provide services to SBC, its subsidiaries, parent or successor as a Temporary Worker pursuant to an agreement between Supplier and SBC. I understand that no employment relationship between me and SBC is created by this agreement or by my provision of services to SBC. I further understand that I will not be considered a common-law employee of SBC for any reason.
- b. Supplier shall determine and be solely responsible for all payments to me, including payment of compensation, premium payments for overtime, bonuses, and other incentive payments, if any, and payments for vacation, holiday, sick days or other personal days, if any.
- c. Supplier will be solely responsible for determining whether I am entitled to participate in or benefit from any pension, savings or health and welfare plan sponsored by Supplier, if any.
- d. The cash payments and benefits which I receive from Supplier shall represent the sole compensation to which I am entitled for the performance of work under the agreement between SBC and Supplier.
- e. Supplier will be solely responsible for all matters relating to compliance with all employer tax obligations arising out of my provision of services to SBC. These tax obligations include but are not limited to the obligation to withhold employee taxes under local, state, and federal income tax laws, unemployment compensation insurance tax laws, state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax laws or similar laws.
- f. I further understand that I am not eligible to participate in or receive any benefits under the terms of SBC's pension plans, savings plans, health plans, dental plans, vision plans, disability plans, life insurance plans, stock option plans, or any employee benefit plan sponsored by SBC for any period of time during which I received compensation from the Supplier, for any period of time during which Supplier withheld employment taxes, or for any period of time during which SBC did not withhold employment taxes, even if it is retroactively determined that I have been an employee of SBC during any or all of that period and that SBC should have withheld employment taxes. If I am a former employee of any SBC company or companies, I understand this paragraph does not affect any rights or entitlements I may have pursuant to any employee benefit plan maintained by or on behalf of said companies, arising from my prior employment thereby.

#### II. Work Policies and Rules

- a. I agree that during the performance of my services I will not violate SBC work rules and policies.
- b. I understand that it is my responsibility to ensure that my personal conduct and comments in the workplace support a professional environment which is free of inappropriate behavior, language, joke or actions which could be perceived as sexual harassment or as biased, demeaning, offensive, derogatory to others based upon race, color, religion, national origin, sex, age, sexual orientation, marital status, veteran's status or disability. I further agree to refrain from words or conduct that is threatening and/or disrespectful of others.
- c. If SBC provides me access to its computer systems, I agree (a) to use such systems in a professional manner, (b) to use such systems only for business purposes and solely for the purposes of performing under the agreement named below, (c) to use such systems in compliance with SBC's applicable standards and guidelines for computer systems use, and (d) to use password devices, if applicable and if requested by SBC. Without limiting the foregoing, SBC property, including but not limited to Intranet and Internet services, shall not be used for personal purposes or for any purpose which is not directly related to the business which is the subject of the agreement named below. I acknowledge and agree that I must have a valid SBC business reason to access the Intranet and/ or the Internet from within SBC's private corporate network.

#### III. Administrative Terms

- a. This Agreement shall be effective as of the date executed below, and shall remain in effect notwithstanding my termination of participation in the YCDP Program or termination of my work at SBC.
- b. In the event that any provision of this Agreement is held to be invalid or unenforceable, then such invalid or enforceable provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

I have read, understand such, and agree to abide by this Agreement.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name & Social Security Number

\_\_\_\_\_  
Address



